



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Personal Services Agreement with Alice M. Reimche

**MEETING DATE:** March 5, 1997

**SUBMITTED BY:** Human Resources Director

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**RECOMMENDED ACTION:** Approve the attached personal services agreement with Alice M. Reimche.

**BACKGROUND INFORMATION:** The City Clerk and Deputy City Clerk will be on maternity leave for approximately 4 months, from May through August 1997.

To provide for service during this period, Alice M. Reimche, is recommended as interim City Clerk. Ms. Reimche's previous experience with the City of Lodi identifies her as an experience professional who is well qualified to perform these duties.

**COST:** \$8,000.00

**FUNDING:** Contingency Fund

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Joanne M. Narloch", written over a horizontal line.

Joanne M. Narloch, Human Resources Director

cc: City Attorney

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

## **PERSONAL SERVICES AGREEMENT**

The City of Lodi, California, a municipal corporation (“City”) and Alice M. Reimche (“Contractor”) agree as follows:

1. **SCOPE OF SERVICES.**

Contractor will do the following:

- a. Provide interim services by performing the duties of City Clerk as directed by the City Council/City Manager.
- b. Contractor will provide coverage for all City Council Meetings and Shirtsleeve Sessions.

2. **HOURS OF WORK.**

- a. Contractor will work for a time period commencing approximately May 20, 1997 through approximately August 20, 1997.
- b. The term of this contract will be bi-weekly, not to exceed 7 pay periods.
- c. Contractor shall carry out the duties of City Clerk during regular City business hours at city offices.
- d. Contractor’s regular work hours, in addition to the meetings outlined under “Scope of Services” will generally be Monday from 1:00 p.m. to 5:00 p.m.; Tuesday through Thursday from 8:00 a.m. to 5:00 p.m.
- e. Contractor agrees to work whatever hours are necessary to perform City Clerk functions.
- f. Contractor and City are flexible as to the hours worked depending upon the needs of the City.

3. **FEES AND EXPENSES.**

a. Contractor shall be paid \$1142.85 bi-weekly, in conjunction with City payroll, on the City's regular pay days.

b. City shall reimburse Contractor for any direct expenses incurred by Contractor in the performance of this agreement. Direct expenses include, but are not limited to, travel or business expenses directly related to work activities. Any costs related to commute travel are not covered.

c. Contractor shall be responsible for all required Federal and State income taxes or other taxes/assessments that may be due on the fees paid pursuant to this agreement.

4. **TERMINATION.**

a. Either party may terminate this agreement, without cause, at any time, upon providing not less than one month's written notice to the other party. In the event of cancellation, City shall promptly pay Contractor for reimbursement of direct expenses for each week's work completed but not yet paid.

5. **INDEPENDENT CONTRACTOR.**

a. In fulfilling this agreement, Contractor is acting as an independent contractor, not as an employee, or agent of the City. The City Council may authorize Contractor to take certain actions on behalf of said Council.

b. Contractor shall not accrue vacation, sick leave, health or other similar benefits, including workers' compensation and unemployment insurance.

6. **APPLICABLE LAW.**

a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. This agreement shall be construed in accordance with the laws of the State of California.

7. **PERSONAL SERVICES.**

a. All services described will be performed by Alice M. Reimche. No work shall be performed by any other person(s), nor shall this agreement be assigned by Contractor.

8. **REPRESENTATIVES OF PARTIES; NOTICES.**

H. Dixon Flynn, City Manager of CITY, and Alice M. Reimche, CONTRACTOR, are authorized to represent and act on behalf of the parties in all matters pertaining to this agreement. For purposes of notice under this agreement, all notices shall be considered effective upon being sent to the parties by certified U.S. Mail to the following addresses:

CITY:

P.O. Box 3006  
Lodi, CA 95241-1910

CONTRACTOR:

1414 Arlington Drive  
Lodi, CA 95242

9. **COMPLETE AGREEMENT.**

This agreement constitutes the entire agreement between the parties. This agreement may be modified or provisions waived only upon subsequent written agreement by both parties.

For CONTRACTOR:

For CITY:

\_\_\_\_\_  
Alice M. Reimche

\_\_\_\_\_  
H. Dixon Flynn

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
City Clerk

RESOLUTION NO. 97-30

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING PERSONAL SERVICES CONTRACT WITH  
ALICE M. REIMCHE FOR THE POSITION OF INTERIM  
CITY CLERK EFFECTIVE MAY 20, 1997

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RESOLVED, by the Lodi City Council that the Personal Services Contract with Alice M. Reimche be and is hereby approved for the position of Interim City Clerk of the City of Lodi, effective May 20, 1997 through approximately August 20, 1997.

Dated: March 5, 1997

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I hereby certify that Resolution No. 97-30 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 5, 1997, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

JENNIFER M. PERRIN  
City Clerk